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rec'd 9/4/02 lch

-A7534

VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE FOR SALE OF ALCOHOLIC BEVERAGES

THIS AGREEMENT, made and entered into this 3rd day of September, 2002, by and between Soussi, Inc., trading as Soussi (hereinafter the "Applicant") and the Kalorama Citizens Association (hereinafter the "Protestants") witnesses:

Whereas Applicant has filed an application (#7534) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises known as Soussi, located at 2228 18th Street. NW, Washington, DC.

Whereas Protestants have filed before the Board protests opposing the granting of this renewal.

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the renewal of the license and withdrawal of the Protest, *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement.

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns.

Now therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties agree as follows:

1. Hours. The hours of operation shall be:

Inside: Sunday through Thursday: 5:00 PM until 2:00 AM
Friday and Saturday: 5:00 PM until 3:00 AM

Applicant agrees to cease the service of alcohol (Last Call) at 1:30 AM Sunday through Thursday and at 2:30 AM Friday and Saturday.

Sidewalk Cafe: Same as above.

Applicant agrees that all windows and doors will be closed at 11:00 ^{P.M.} Sunday through Thursday and 12:00 Midnight on Fridays and Saturdays, except for normal ingress and egress, and in the case of the sidewalk cafe, the need for staff service to patrons.

[Handwritten signature]
9.3.2002

2. Seating. Seating capacity will not exceed:

Interior tables and bar: 48

Sidewalk Cafe/Summer Garden: 22

(Please indicate by floor, if more than one floor will have seating).

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with Title 23 DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof.

There will be no live music, deejay performances or dancing at the establishment.

4. Trash/Garbage/Rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.

Applicant shall provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

Applicant agrees that the establishment's trash/garbage and recycling containers will remain locked when the restaurant is not in operation.

5. Exterior including Public Space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable DC laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

6. Items specific to establishment.

Applicant agrees that there will never be any loudspeakers (or portable

amplification devices such as tape players, CD players, etc.) temporarily or permanently placed outside on the sidewalk cafe. Applicant further agrees to not place any inside speakers in such a way as to project sound into the public space.

Applicant agrees to install a floor drain and repair the paved alleyway area at the rear of the establishment to promote proper drainage and cleanliness in this area.

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls" or "tours" or any other similar event.

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise to a minimum from 11:00 PM to 7:00 AM.

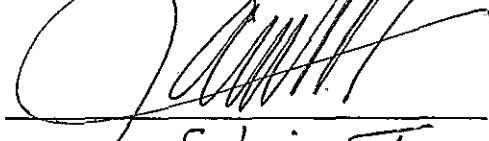
9. Modification. This agreement can be modified only by the ABC Board or the mutual agreement of all the parties with the approval of the ABC Board.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of Protests. Protestants agree to the issuance of the renewal of the license and withdrawal of their Protest, *provided* that this Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

12. Availability of Voluntary Agreement. Applicant agrees to keep available at all times a copy of this agreement at his establishment and to familiarize all his employees with its conditions.


APPLICANT:


By: Sohvi Jamal
President

Date:

8-3-02

PROTESTANTS


Kalorama Citizens Association
By: DENIS I.E. JAMES
ABC LICENSING CHAIR

Date:

9-3-2002

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Soussi, Inc.
t/a Soussi

Application for a Retailer's Class
CR License (renewal)
at premises
2228 18th Street, N.W.
Washington, D.C.

Case no. 7534-02/099P
2002-243

Denis I.E. James, on behalf of the Kalorama Citizens Association, Protestant

Dimitri P. Mallios, Esquire, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Oppen-Weiner, Esquire, Member
Audrey Thompson, Member

**ORDER ON WITHDRAWN OPPOSITION
AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on June 12, 2002 in accordance with D.C. Official Code Section 25-601 (2000 Edition). Denis I.E. James, on behalf of the Kalorama Citizens Association, filed timely opposition.

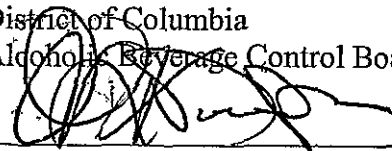
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated September 3, 2002, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.


Accordingly, it is this 16th day of October 2002, **ORDERED** that:

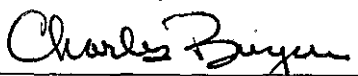
Soussi, Inc.
t/a Soussi
Page two


1. The opposition of Denis I.E. James, on behalf of the Kalorama Citizens Association, is **WITHDRAWN**;
2. The application of Soussi, Inc. t/a Soussi retailer's class CR license (renewal) at 2228 18th Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement between the parties, is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

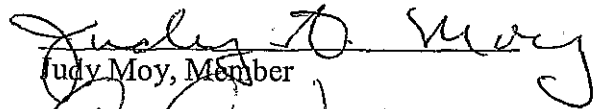
District of Columbia
Alcoholic Beverage Control Board

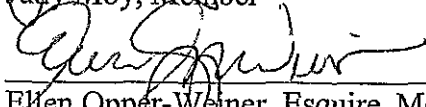

Roderic L. Woodson, Esquire, Chair

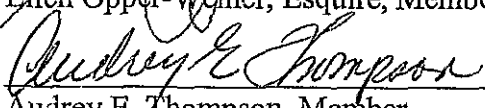

Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Oppenheimer, Esquire, Member


Audrey E. Thompson, Member

#7534

1

VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE FOR SALE OF ALCOHOLIC BEVERAGES

THIS AGREEMENT, made and entered into this 31ST day of OCTOBER, 2000, by and between 2228 RESTAURANT, INC. Trading as PEARL RESTAURANT AND LOUNGE (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C and Kalorama Citizens Association (hereinafter the "Protestants"), witnesses:

Whereas Applicant has filed an application (# 7534) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises known as PEARL RESTAURANT AND LOUNGE, located at 2228 18TH ST., N.W., Washington, D.C.,

Whereas Protestants have filed before the Board protests opposing the granting of this renewal,

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the renewal of the license and withdrawal of the Protest, *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns,

Now therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby as follows:

1. Hours. The hours of operation shall be:

	Monday	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Inside:	5:00 ^{PM} -2:00 ^{AM}	5:00 ^{PM} -2:00 ^{AM}	5:00 ^{PM} -2:00 ^{AM}	5:00 ^{PM} -2:00 ^{AM}	5:00 ^{PM} -3:00 ^{AM}	5:00 ^{PM} -3:00 ^{AM}	5:00 ^{PM} -2:00 ^{AM}
Roof:	N/A						
Patio(s):	SAME AS ABOVE						

(If hours are different on different floors please indicate)

If different from above, hours when alcohol will be served:

Inside: N/A

Roof:

Patio(s):

2. Seating. Seating capacity will not exceed:

FIRST FLOOR 32 SECOND FLOOR
 Interior tables: 16 Interior bar: 16 Patio(s) 22 : Roof: N/A
OK DJ KCA 10-31-2000 ps 10/31/00
 (Please indicate by floor, if more than one floor will have seating)

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof.

4. Trash/garbage/rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

(b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment.

APPLICANT AGREES TO REMOVE OUTSIDE SPEAKER IN PATIO AREA AND TO NOT HAVE ANY OUTSIDE SPEAKER IN THE FUTURE.
PARTIES AGREE THAT ALL WINDOWS AND DOORS WILL BE CLOSED AT 11:00 P.M. SUNDAY THROUGH THURSDAY AND 12:00 MIDNIGHT ON FRIDAYS AND SATURDAYS.

(Note: Be specific: locations, hours, soundproofing, etc.)

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls".

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.

9. Modification. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC-1C after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of protests. Protestants agree to the issuance of the renewal of the license and withdrawal of their Protest, *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:

Erin C. Mara ERIN C. MARA
(vice president)
By: 2228 Restaurant Inc
T/A PEARL

PROTESTANTS:

Linda E. Sojka
Advisory Neighborhood Commission 1C
By: Chris
ANC 1C

Demis I.E. James DEMIS I.E. JAMES
Kalorama Citizens Association
By: L & W LICENSING CHAIR OF
KALORAMA CITIZENS ASSOCIATION

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

2228 Restaurant, Inc.
t/a Pearl

Case No. 7534-00116P

Application for a Retailer's License
CR - renewal application
at premises
2228 18th Street NW
Washington, D. C.

**Linda Softli, Chair, and Peter Schott, Vice-Chair, Advisory Neighborhood
Commission 1C, and Christine D. Brooks, Executive Vice-President, Kalorama
Citizens Association, Protestants**

Lela Phelan, President, on behalf of the Applicant

**BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Oppen-Weiner, Esquire, Member
Audrey E. Thompson, Member**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

The application, having been protested, came before the Board for public hearing on August 16, 2000, in accordance with D. C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Linda Softli, Chair, and Peter Schott, Vice Chair, on behalf of the Advisory Neighborhood Commission ("ANC") 1C, and Christine Brooks filed timely protest letters, dated August 9, 2000.

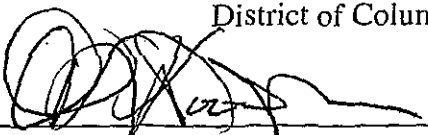
2228 Restaurant, Inc.
t/a Pearl
Page two

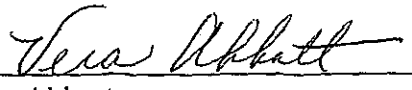
The official records of the Board reflect that the parties have now reached an agreement, which has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated October 31, 2000, the Protestants have agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned.

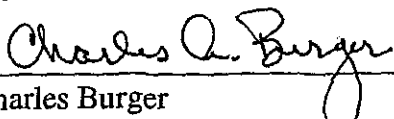
Accordingly, it is this 31ST day of January 2001 **ORDERED** that:

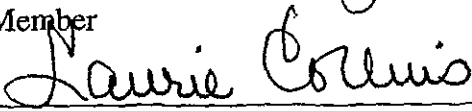
1. The protest of ANC IC and the Kalorama Citizens Association be, and the same hereby, is **WITHDRAWN**;
2. The above- referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**;
3. The application of 2228 Restaurant, Inc. t/a Pearl , for a retailer's class CR renewal license at premises 2228 18th Street NW, Washington, D.C., be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the Protestants and the Applicant.

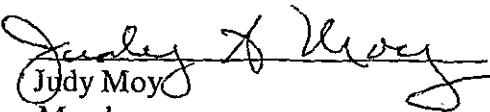
District of Columbia Alcoholic Beverage Control Board



Roderic L. Woodson, Esquire
Chair



Vera Abbott
Member


Charles Burger
Member


Laurie Collins
Member


Judy Moy
Member


Ellen Oppenheimer, Esquire
Member


Audrey E. Thompson
Member